

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section Number photographs Page 1

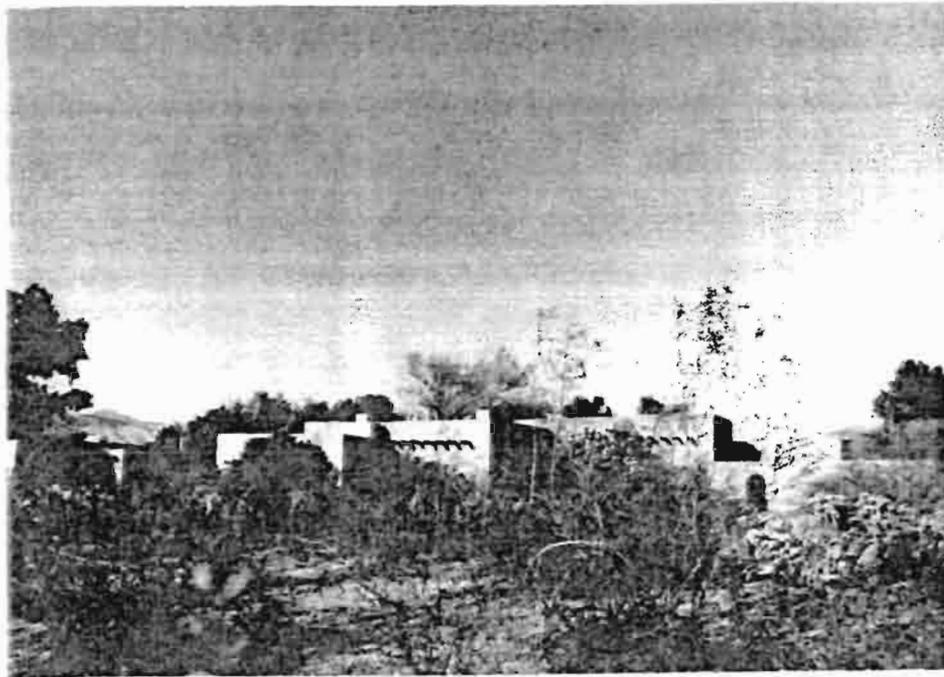
PHOTOGRAPHS

The following information is the same for all photographs:

Photographer: R. Comey

Date: May 26, 2000

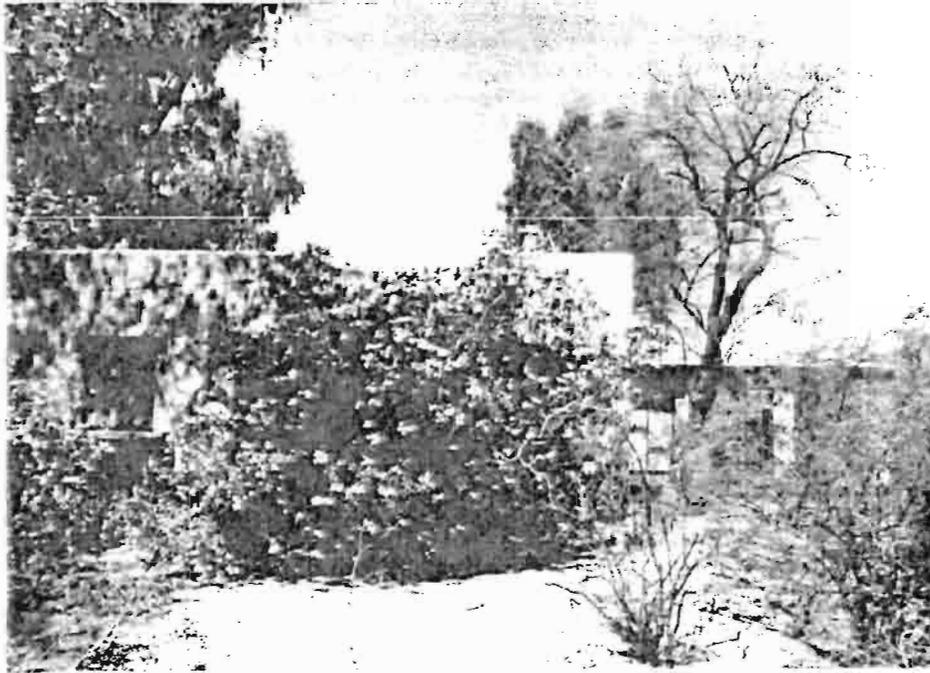
- 1) Indian House (#9), 365 N. Indian House Road
Camera Direction: SW
- 2) Hill/Hubbell House (#D), 300 N. Indian House Road
Camera Direction: east
- 3) Van Cliburn House (#6), 431 N. Indian House Road
Camera Direction: southwest
- 4) McDonald/Hileman House (#B), 315 N. Indian House Road
Camera Direction: west
- 5) Carr/Newell House (#11), 330 N. Indian House Road
Camera Direction: southeast
- 6) Kane/Beal House (#F), 310 N. Indian House Road
Camera Direction: southeast
- (7) Horse Stable Ruin (#G), Hill/Hubbell property, 300 N. Indian House Road
Camera Direction: southwest



2) Hill/Hubbell House (#D), 300 N. Indian House Road
Camera Direction: east



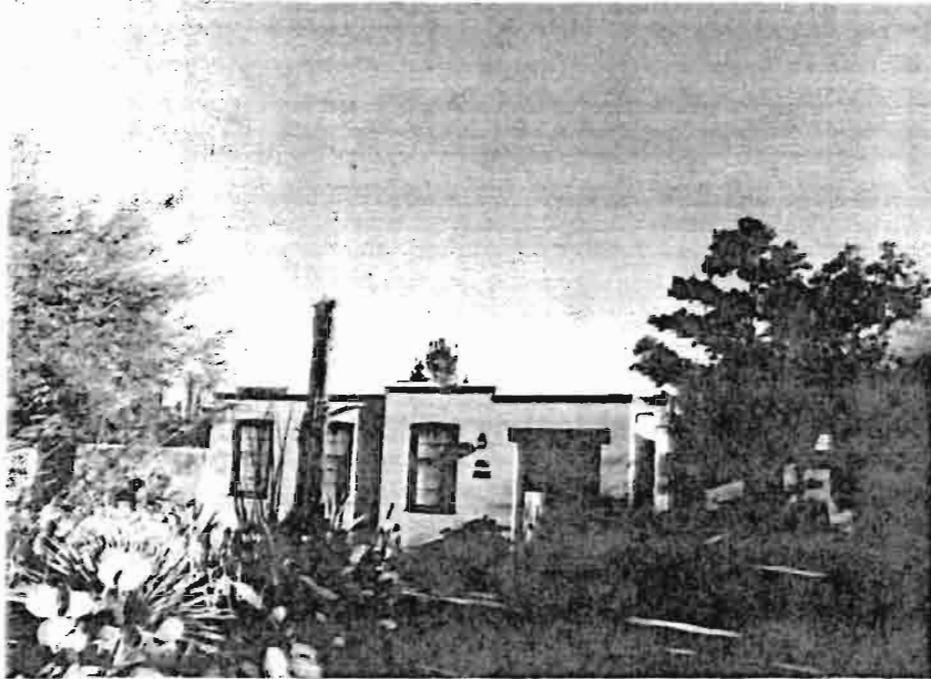
1) Indian House (#9), 365 N. Indian House Road
Camera Direction: SW



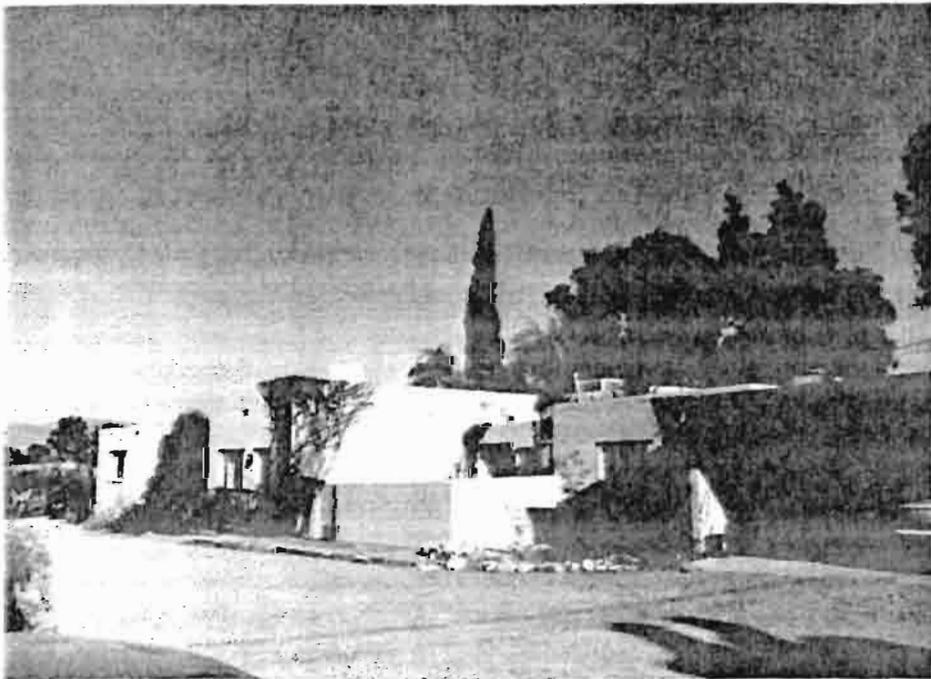
4) McDonald/Hileman House (#B), 315 N. Indian House Road
Camera Direction: west



3) Van Cliburn House (#6), 431 N. Indian House Road
Camera Direction: southwest



6) Kane/Beal House (#F), 310 N. Indian House Road
Camera Direction: southeast



5) Carr/Newell House (#11), 330 N. Indian House Road
Camera Direction: southeast



(7) Horse Stable Ruin (#G), Hill/Hubbell property, 300 N. Indian House Road
Camera Direction: southwest



Fig. 1. Indian House Estates (around 1950). Aerial Photograph. (Courtesy Walter and Ruth Hileman)



COOPER AERIAL SURVEY
ESTABLISHED BY JAMES H. COOPER
1947-1953

Fig. 2. Indian House Estates (1953). Aerial Photograph.
(Courtesy: Cooper's Aerial)

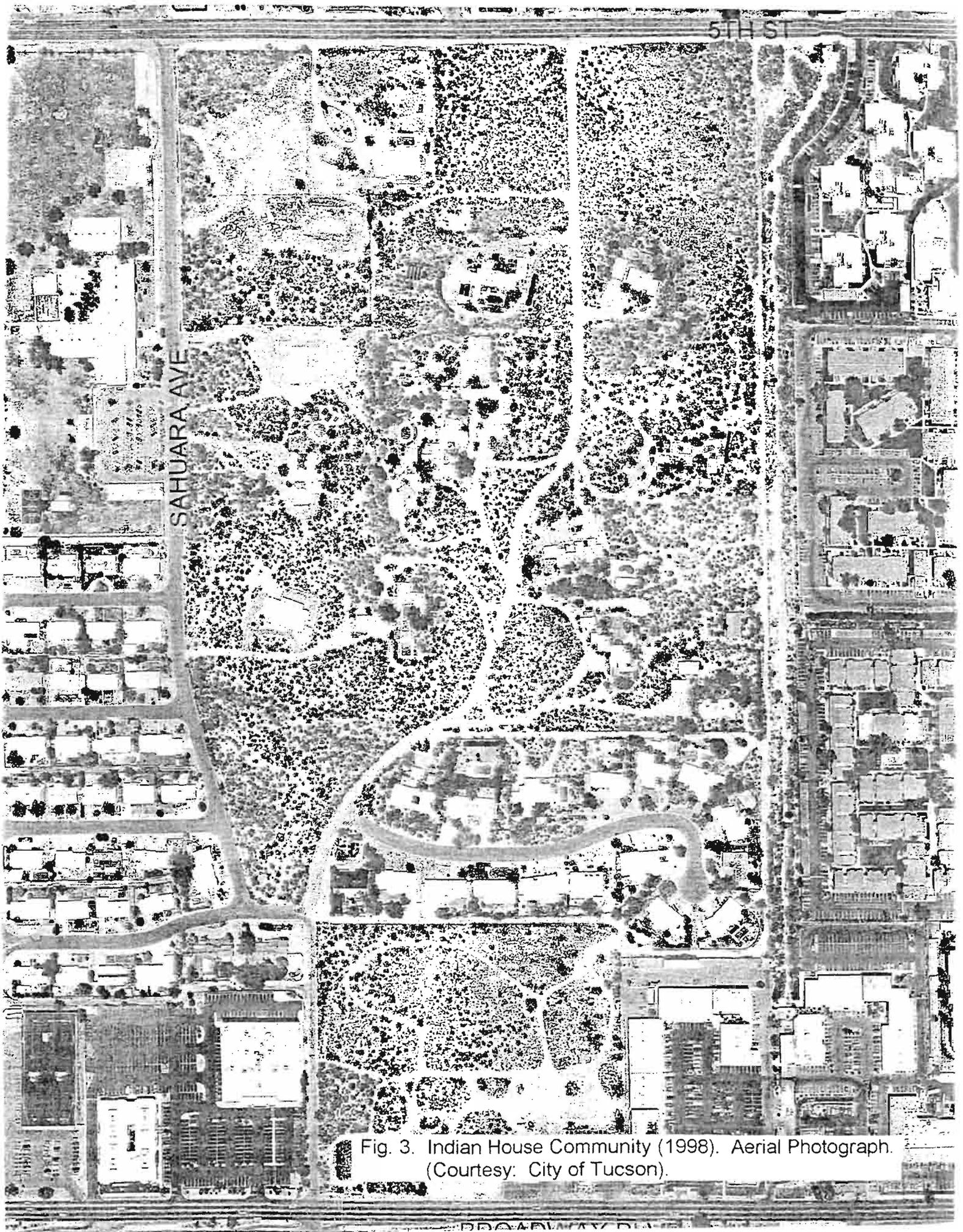


Fig. 3. Indian House Community (1998). Aerial Photograph.
(Courtesy: City of Tucson).

INDIAN HOUSE ESTATES

DECLARATION OF ESTABLISHMENT OF CONDITIONS AND RESTRICTIONS filed for record March 7, 1949, in Docket Book 151, at Page 36 of Pima County, Arizona Records.

KNOW ALL MEN BY THESE PRESENTS:

That MAY S. CARR is the owner of the following described property situated near the City of Tucson, Pima County, Arizona, to-wit:

Indian House Estates, being a subdivision of a part of the West Half of the Southeast Quarter of Section Twelve, Township Fourteen South, Range Fourteen East, G. & S. R. B. & M., according to the map and plat of said subdivision recorded in the office of the County Recorder of Pima County, Arizona, in Book 9 of Maps and Plats at Page 18 thereof.

That the owner of said subdivision does hereby establish a general plan for the improvement, development, ownership, use, sale and conveyance of said property, and each and every parcel thereof, and does hereby establish the conditions, restrictions and covenants upon and subject to which each lot in said subdivision shall be occupied, used, owned and conveyed, and does declare that each of the lots in said subdivision shall be occupied, used, owned and conveyed subject to said conditions, restrictions and covenants herein set forth, which shall bind the present owners, future owners, and their respective heirs, administrators, successors and assigns, and which shall constitute a servitude in favor of each lot in said subdivision. The restrictions, covenants and easements applying to each lot in said subdivision are as follows:

1. The following restrictions, conditions and covenants shall apply to all lots in said subdivision except as hereinafter specifically provided.

2. All lots shall be used for private residence purposes only, and no building or structure of any nature intended for and adapted to business purposes, and no duplex, duplicate house, apartment house, hotel, hospital, rest home or sanitarium, shall be erected, placed, permitted or maintained on any lot, and no business of any nature shall be conducted on any lots in said subdivision.

3. No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or on any building erected thereon, other than reasonable signs relative to the sale or rent of a lot or building.

4. No cattle, sheep or hogs shall be kept or maintained on any lot. Nothing in this restriction shall be construed, however, as preventing or in any way interfering with the keeping of ordinary domestic pet animals, or from keeping poultry, provided the keeping of said pet animals or poultry does not constitute a nuisance or disturbance to other residents in the subdivision.

5. Only one private residence may be erected, placed or maintained on any building lot. No sheet metal or corrugated metal garage or outbuilding or fence shall be erected, placed or maintained on any lot, and no automobile trailers shall at any time be used as a residence, temporarily or permanently, on any lot.

6. The floor space area of any main residence building, exclusive of all porches and garages and outbuildings, shall be not less than fifteen hundred (1500) square feet.

7. Any main residence building erected or placed upon any lot shall be so located that no part of said main residence building shall be nearer to any adjoining property line than a distance of forty (40) feet. No separate or detached garage or other outbuilding shall be erected or placed nearer than seventy-five (75) feet to any street, or nearer than twenty (20) feet to any adjoining property line. The architecture of any main residence building or any detached garage or other outbuilding shall be in general conformity with the other buildings in said subdivision.

8. The lots in said subdivision may be resubdivided, but only for the purpose of combining the resubdivided portion with an adjoining lot or lots. No resubdivision of a lot shall be deemed a building plot unless combined with another lot or lots, or resubdivided thereof, or unless their combined area is at least equal to the area of the smallest lot (including Lots 10 and 12) in the subdivision.

9. Any ownership or single holding that is made up of two or more adjoining lots, or the whole of one and part or parts of one or more adjoining lots, or part of two or more adjoining lots, may, at the option of the owner thereof, be deemed as constituting a single lot; provided, however, that the said lot complies with the minimum requirements of Paragraph 3 above.

10. A breach of any of the provisions, conditions, restrictions or covenants hereby established, and a continuance of such breach for a period of thirty (30) days shall cause the real property upon which said breach occurs to revert to the undersigned, or her successors and assigns, as owners of the reversionary rights herein provided for, or the owners of such reversionary rights shall have the right to immediate reentry upon said real property in the event of such breach and continuance thereof for a period of thirty (30) days, and as owners of said property the said provisions, conditions, restrictions and covenants shall be covenants running with the land, and the breach of any of such covenants may be enjoined, abated or remedied by appropriate proceedings by the owners of the reversionary rights, or by the owner of any other lot or lots in said subdivision, but by no other person.

11. A breach of any of the foregoing provisions, conditions, restrictions or covenants, or any reentry by reason of such breach, shall not defeat or render invalid the lien for or of any mortgage or deed of trust made in good faith, for value, as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective with and against any such mortgagee or trustee or owner thereof whose title, or whose grantor's title, is or was acquired by foreclosure, trustee's sale, or otherwise.

12. An easement over those portions of lots indicated by dotted lines on the map or plat of said subdivision is reserved for use for poles, cross-arms, conduits and wires, for the transmission of electrical energy, and for the installation of telephone electrical energy, and for the installation of telephone lines, for gas pipes, for water pipes, for sewers, and for installing, repairing and maintaining the same, and for such other purposes as may be for the benefit of said property or any part thereof. The width and exact location of said utility easement is shown on the map or plat of said subdivision recorded in the office of the County Recorder of Pima County, Arizona.

13. The aforesaid conditions, restrictions, provisions and covenants, and each and all thereof, shall continue and remain in full force and effect as against any owner of any of said property, however his title thereto may be acquired, until January 1, 1999 on which date the said conditions and restrictions, and each and all thereof, shall terminate and end, and thereafter be of no further legal or equitable effect on the said property, or any part thereof.

14. Except that Lots 10 and 12 of said subdivision are hereby specifically excluded from each and all of the aforesaid conditions, restrictions, provisions and covenants.

IN WITNESS WHEREOF the above-named owner has caused these presents to be executed this 11th day of February, 1949.

May S. Carr

F. ANN RODRIGUEZ, RECORDER
RECORDED BY: DSC
DEPUTY RECORDER
1212 ROOD



DOCKET: 11012
PAGE: 1839
NO. OF PAGES: 36
SEQUENCE: 19990580631
03/26/1999
REST 15:22

REZMS
EZ MESSENGER ATTORNEY SERVICE
EZ-ROBIN CARTER

PICKUP

AMOUNT PAID \$ 40.00

Robin C. Carter, Esq.
Robin C. Carter, Attorney-at-Law, P.C.
2290 East Speedway Boulevard
Tucson, Arizona 85719

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
INDIAN HOUSE RANCH HOMES

THIS DECLARATION made and effective the 24th day of March, 1999, by the parties undersigned, who are the owners of the real property subject of this Declaration, and who are collectively referred to as "the Declarants".

R E C I T A L S

Each of the Declarants owns a parcel of real property, a "Parcel", within the tract of real property in Pima County, that is described on the Exhibit attached as Exhibit A, and is shown on Exhibit B attached, and is referred to on the Exhibits and commonly known as Indian House Ranch Homes. The Parcels owned by the Declarants are the ten (10) parcels designated with the letters A through J on Exhibit B. Declarants are the sole owners of the Parcels that constitute Indian House Ranch Homes, "the Property".

Declarants desire and intend to establish, maintain and preserve a unique landed dwelling house community and environment on the Property.

To this end, Declarants intend by this Declaration:

- (1) to subject the Property and each parcel constituting part of it to the following covenants, conditions and restrictions, and
- (2) to provide for the creation of a non-profit Arizona corporation, Indian House Community Association, to serve as a homeowners' and community association,

all for the benefit of the Property, and each Parcel, and all owners at any time of Parcels within the Property.

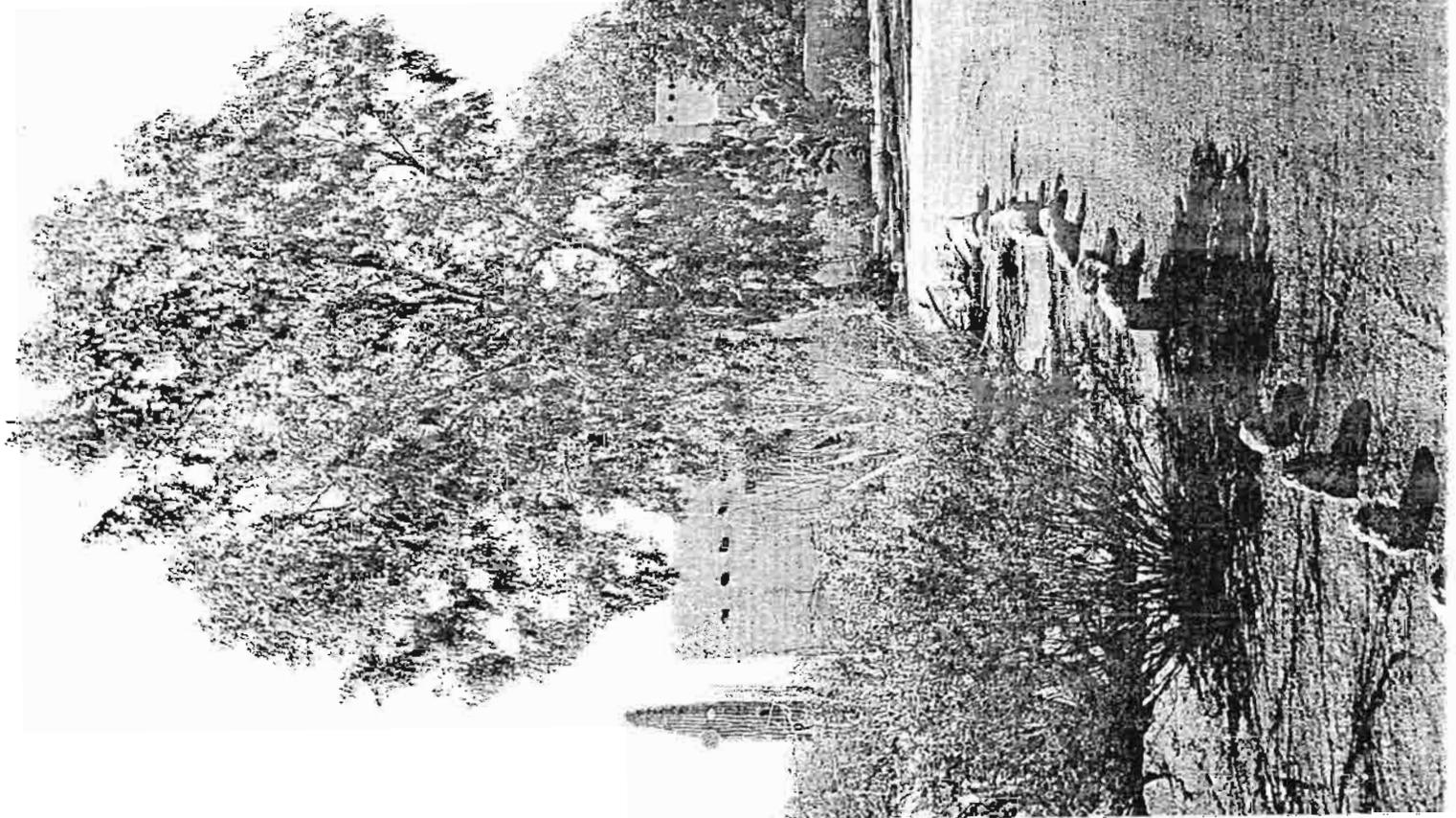


Fig. 6. Indian House (#9) (east façade) (1950s). Photographer unknown.
(Courtesy: Ann Leenhouts).

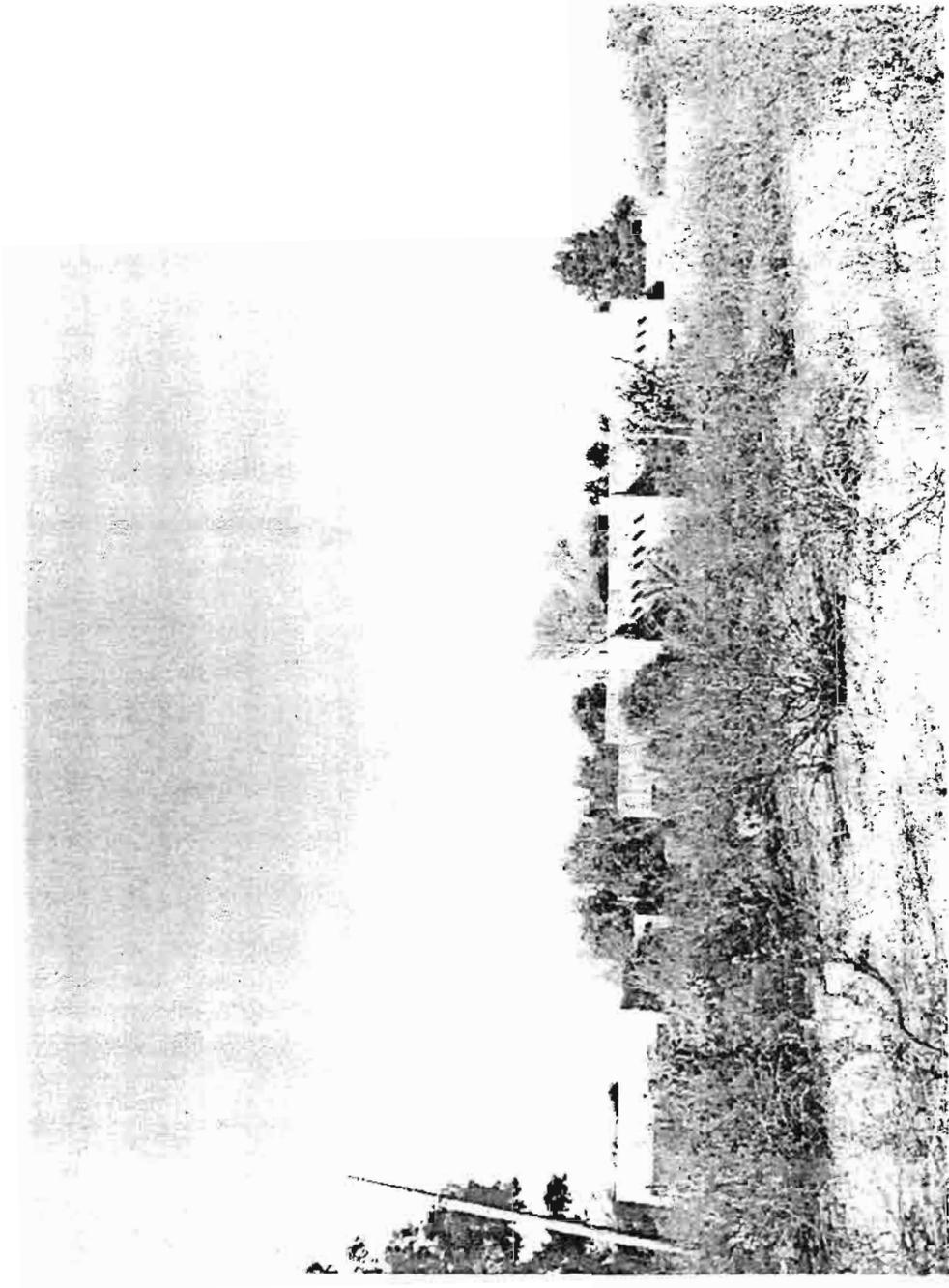
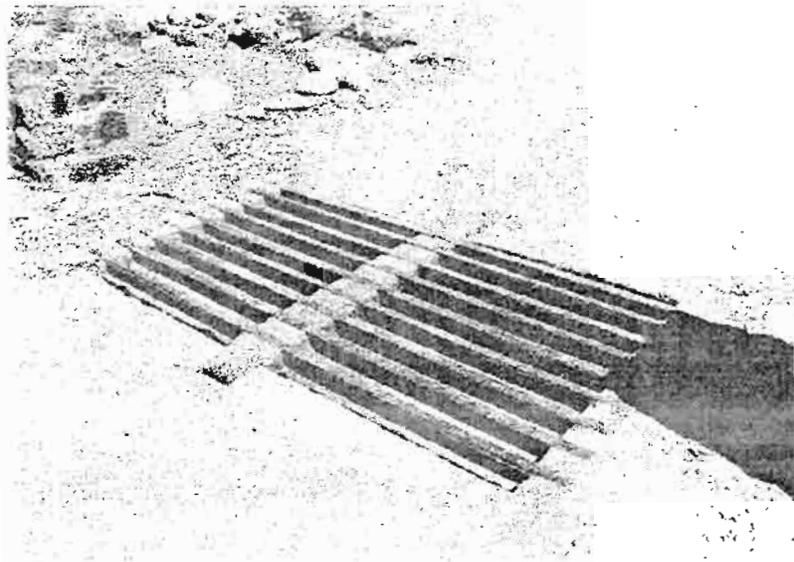


Fig. 7. Hill/Hubbell House (#D), built 1934, photograph by Ralph Comey



Ruins of Horse Stable (#G), near Hill/Hubbell House
(in use from ca. 1929-1950); photographer: Ralph Comey



Recently rebuilt 1930s Cattle Guard, near Indian House (#9);
photographer: Ralph Comey

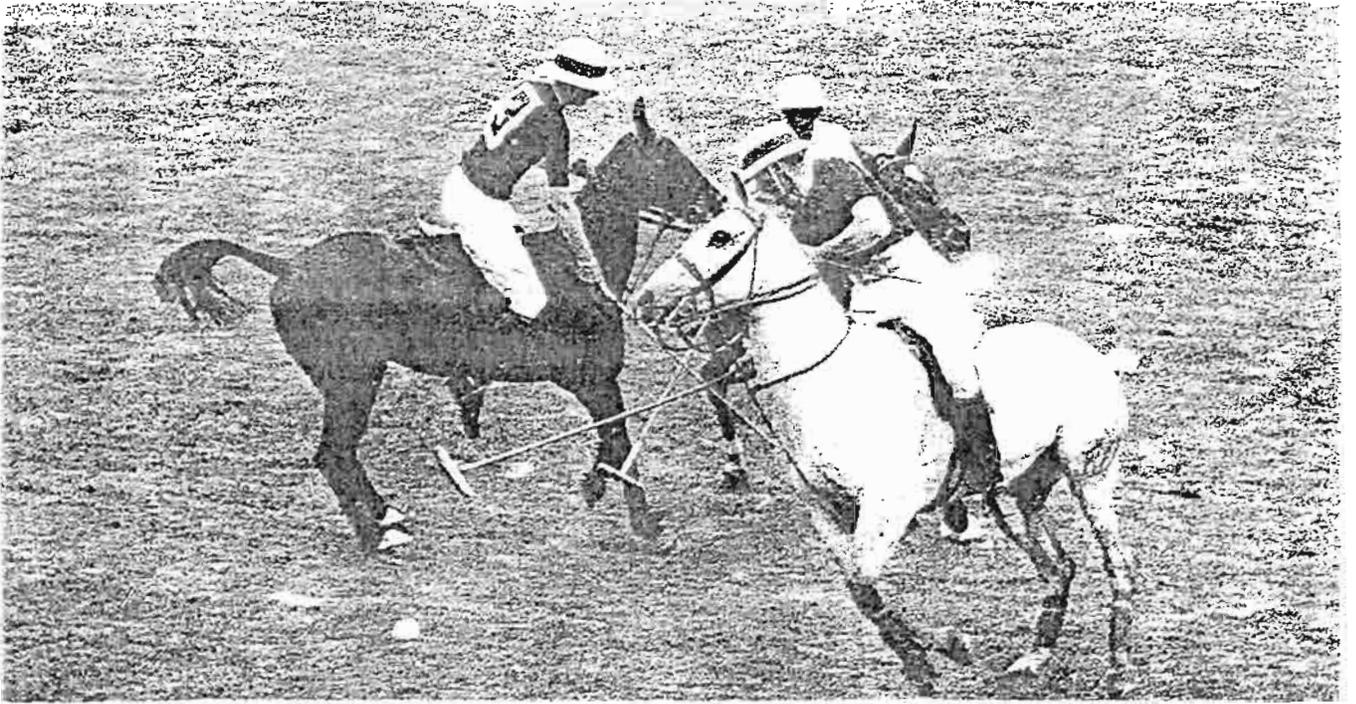


Fig. 10. Playing Polo (early photograph).

the Brandes Ranch Camp

FOR
BOYS and GIRLS

CONDUCTED BY
**BRANDES
SCHOOL**
at Tucson

COPIED FROM THE ARIZONA HISTORICAL SOCIETY ARCHIVES
NOTICE: THIS MATERIAL MAY BE PROTECTED UNDER
THE ARIZONA ARCHIVES
COPYRIGHT CODE (TITLE 17)



Fig. 11. Brandes Ranch School brochure cover (date unknown).
(Courtesy: Arizona Historical Society.)

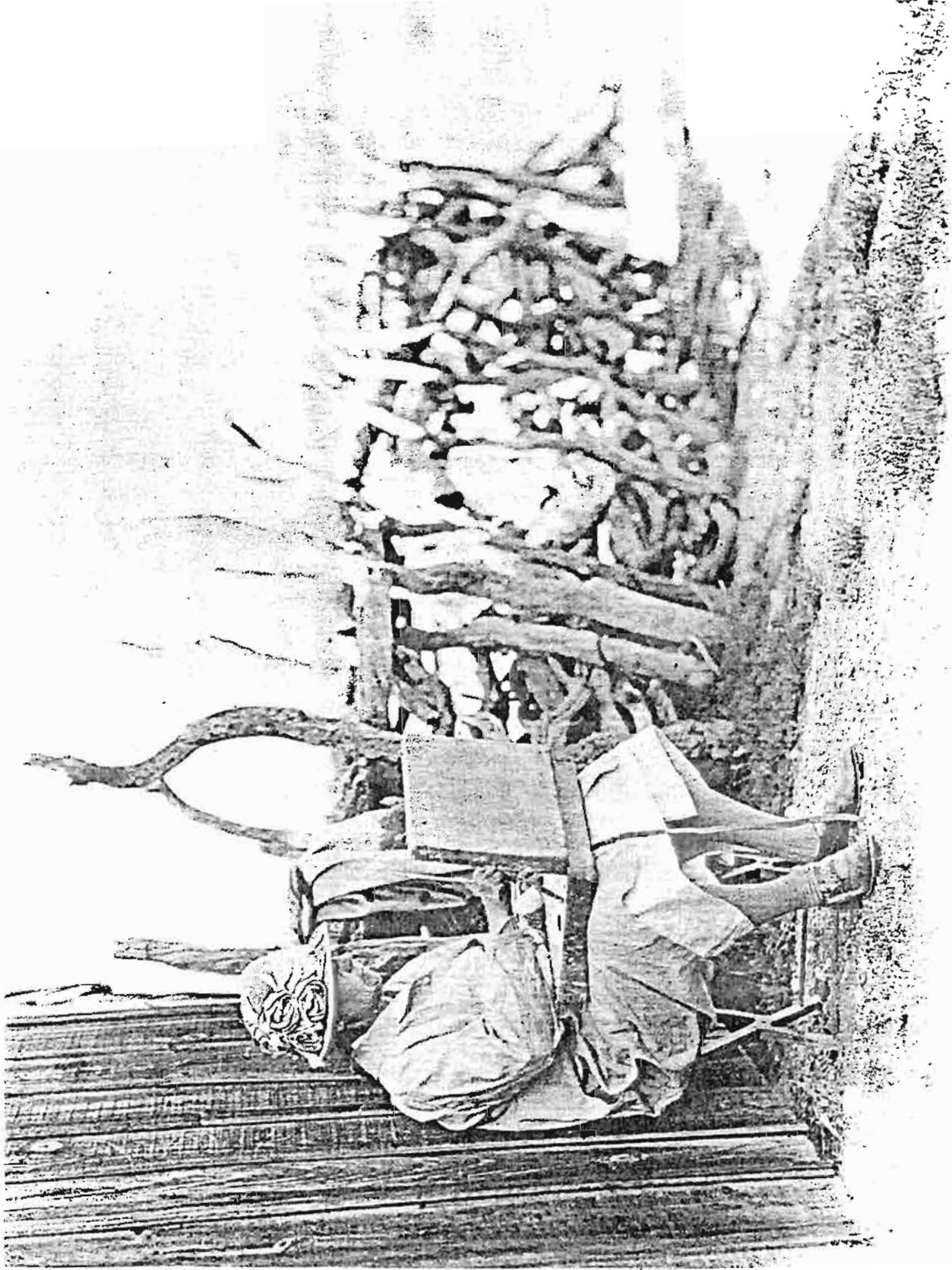
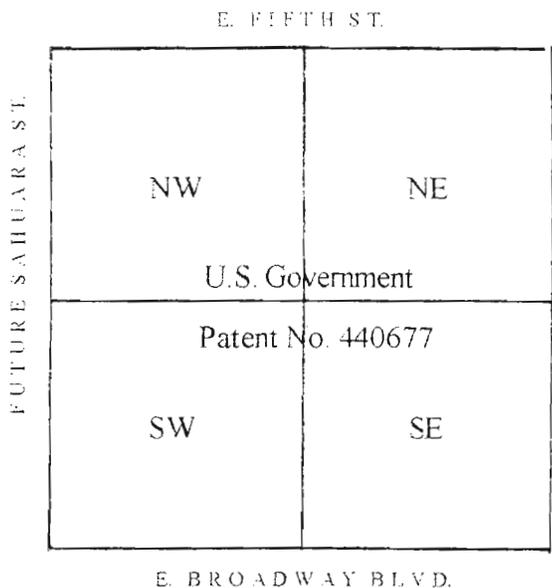
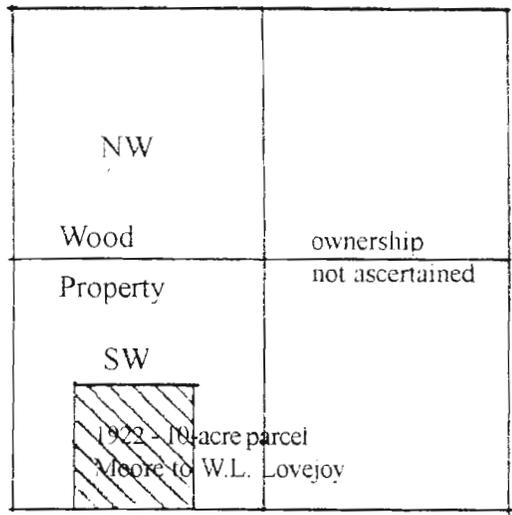


Fig 12 Nan Wood (around 1926). Photographer unknown.
(Provided by Ann Leenhouts courtesy Arizona Historical Society)

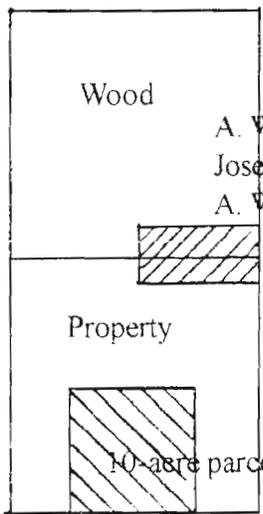


1914 - PROPERTY OF LEON MOORE
(Southeast Quarter of S12, T14S, R14E)

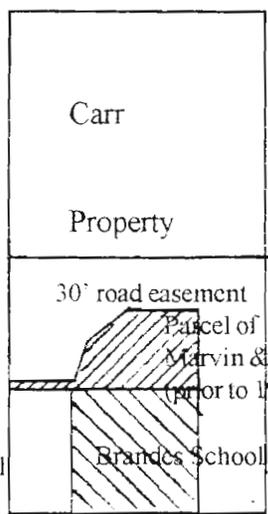


1926 - PROPERTY OF CHARLES & NAN WOOD
(Western 1/2 of Southeast Quarter)

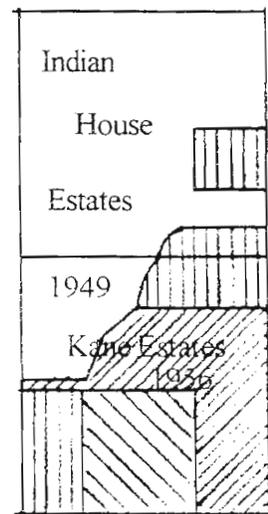
HATCHES = Exclusions/Transactions



1934 - PROPERTY OF NAN WOOD



1945 - PROPERTY OF MAY CARR

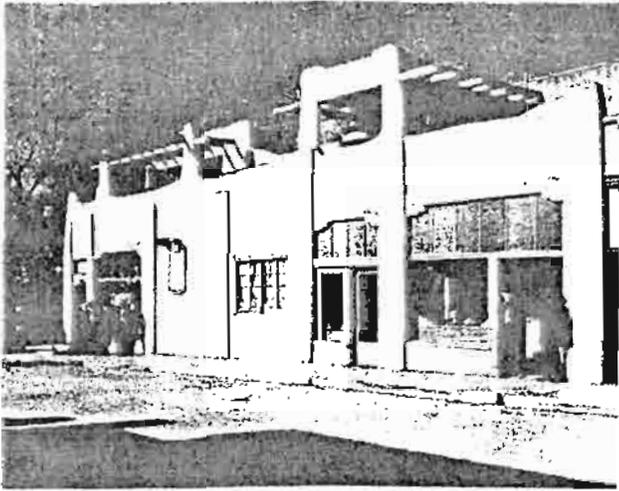


1949-1956 INDIAN HOUSE ESTATES

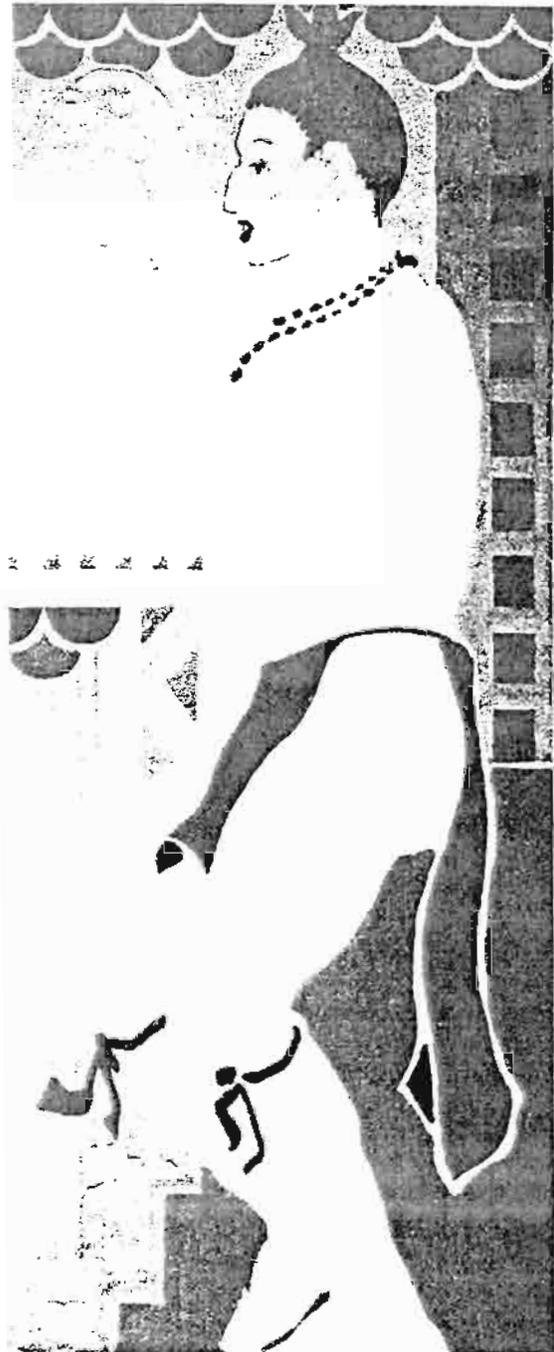
**INDIAN HOUSE COMMUNITY
CHAIN OF TITLE - 1914 - 1956**



Fig. 14. Corral with burro. Indian House (#9) (around 1950) Photographer unknown. (Courtesy: Ann Leenhouts).



Above, The Santa Fe Railroad Ticket Office on the southeast corner of the plaza, 1926.
 Below, Interior of the Santa Fe Railroad Ticket Office shortly after its remodeling in 1926. All interior woodworking, furniture, fixtures, and murals were done by Henderson.



This clown mural, painted by Henderson for the Santa Fe Railroad Ticket Office, shows the influence of paintings such as Awa Tsireh's "Buffalo Man—Buffalo Dance."

Fig. 15. Design Work by William P. Henderson (Santa Fe, 1926).
 (El Palacio 1987: 26).



Fig. 16. Alice Corbin and William Penhallow Henderson (around 1937).
(*El Palacio* 1987: 41.)

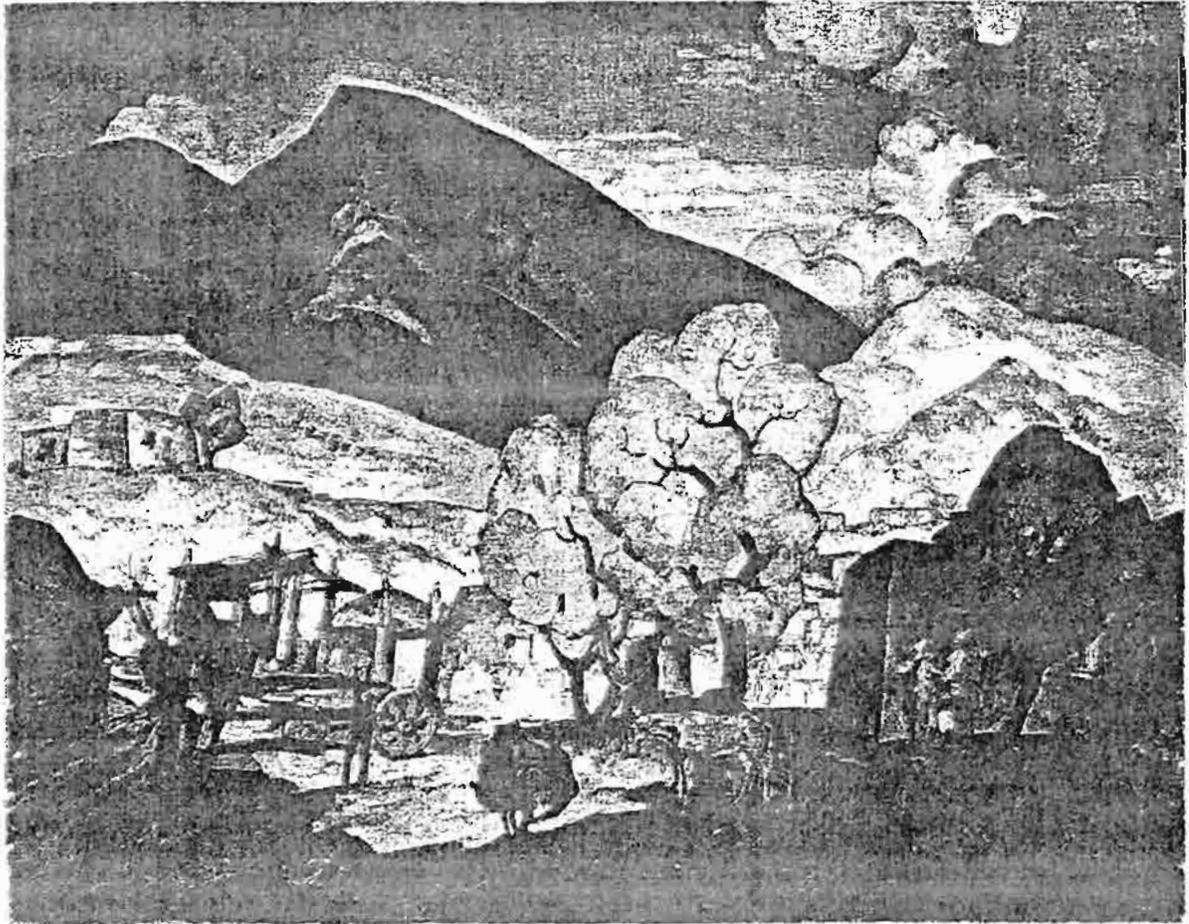


Fig. 17. "Lucero's Place, Springtime" (around 1920), by William P. Henderson.
(*El Palacio* 1987: cover).

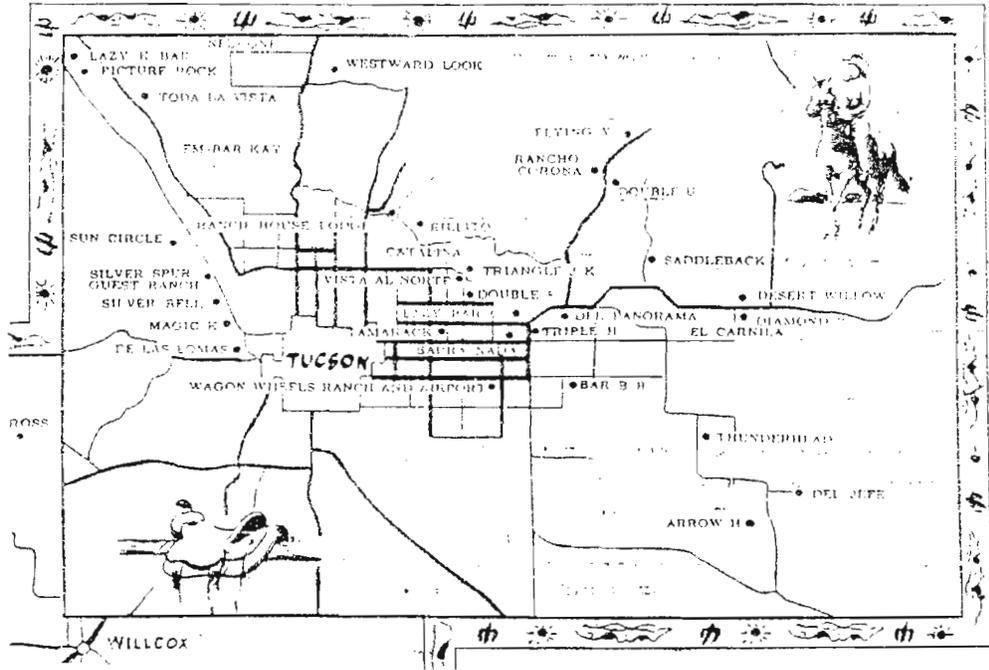


Fig. 18. Guest Ranches around Tucson (around 1945)
 (Courtesy: Arizona Historical Society).